

and peaceable possession of the said party of the second part, its successors and assigns forever, against all persons claiming the same. To have and to hold the same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever, upon this express condition, to-wit: That whereas, the said Sarah Jane Smith and Charles V. Smith her husband have this day executed and delivered their certain promissory note to said party of the second part, in words and figures as follows, viz: \$1250⁰⁰, Lawrence, Kansas June 1st 1899. One or before ten (10) years after date for value received we promise to pay to Phi Kappa Psi Building Association or order Twelve Hundred and fifty & ⁰⁰/₁₀₀ dollars, at Watkins National Bank of Lawrence, Kansas with interest after date at 6 per cent per annum until paid. Interest payable semi-annually. Now if said parties of the first part, their executors, administrators or assigns, shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the tenor and effect thereof, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable, then, and upon failure of the said parties of the first part to perform the foregoing provisions, covenants and agreements, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part shall be entitled to have and maintain its action in any court of competent jurisdiction for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit, appraisal waived. In witness whereof the said parties of the first part has hereunto set their hands the day and year first above written.

Executed and delivered in
presence of me
State of Kansas }

Sarah J. Smith
Charles V. Smith

Rev. Stamp
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County of Douglas } 33. Be it remembered, that on this 17th day of July, A.D. 1899, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came Sarah Jane Smith and Charles V. Smith, her husband, who are personally known to me to be the same persons who executed the within instrument of writing, and they duly acknowledged the execution of the same. In witness whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written. My commission expires Oct. 5th, 1902.

W. C. Haugler

Notary Public.

Recorded July 19th, A.D. 1899 at 10 o'clock, A.M.

W. D. Doxmore
Register of Deeds.

(The following is endorsed on the original instrument)